

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING 1505-0081		PAGE OF 1   66 PAGES		
2. CONTRACT NO.		3. SOLICITATION NO. TIRNO-99-R-00017		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03/04/99		6. REQUISITION/PURCHASE NO. 0-9-50-02-NB-A02	
7. ISSUED BY Internal Revenue Service Support Contracts Branch M:P:O:S 6009 Oxon Hill Road Oxon Hill, MD 20745				CODE 20745003		8. ADDRESS OFFER TO (If other than Item 7) Same as Item 7			
NOTE: In sealed bid solicitations 'offeror' and 'offeror' mean 'bid' and 'bidder'.									
<b>SOLICITATION</b>									
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 6009 Oxon Hill Road, Oxon Hill, MD 20745 Room 700 until <u>3:00 PM</u> (Hour) local time <u>04/05/99</u> (Date).									
CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME Paul Attorri				B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-283-1103			
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OFFER (Must be fully completed by offeror)									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)				15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM 11 Sec. G	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE	
IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.									

## SECTION B - SCHEDULE OF SUPPLIES AND SERVICES

CLIN	DESCRIPTION	NOT TO EXCEED QUANTITY	UNIT OF ISSUE	UNIT PRICE	NOT TO EXCEED TOTAL AMOUNT
<i>BASE YEAR:</i> 0001	Investigative Services to be supplied IAW the Statement of Work  The unit price specified at the right is the Composite Labor Rate, including all direct and indirect costs, including travel costs, and fee.	2000	HR		
<i>OPTION YEAR ONE:</i> 1001	Investigative Services to be supplied IAW the Statement of Work  The unit price specified at the right is the Composite Labor Rate, including all direct and indirect costs, including travel costs, and fee.	2000	HR		
<i>OPTION YEAR TWO:</i> 2001	Investigative Services to be supplied IAW the Statement of Work  The unit price specified at the right is the Composite Labor Rate, including all direct and indirect costs, including travel costs, and fee.	2000	HR		
<i>OPTION YEAR THREE:</i> 3001	Investigative Services to be supplied IAW the Statement of Work  The unit price specified at the right is the Composite Labor Rate, including all direct and indirect costs, including travel costs, and fee.	2000	HR		
<i>OPTION YEAR FOUR:</i> 4001	Investigative Services to be supplied IAW the Statement of Work  The unit price specified at the right is the Composite Labor Rate, including all direct and indirect costs, including travel costs, and fee.	2000	HR		

**FAR CLAUSE 52.215-1, INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (OCT 1997) IS CONTAINED IN FULL TEXT AT CLAUSE L.2 OF THIS SOLICITATION.**

**CONTRACTORS PLANNING TO SUBMIT A PROPOSAL ARE STRONGLY REQUESTED TO SUBMIT THEIR LIST OF REFERENCES TO THE CONTRACTING OFFICER AS SOON AS POSSIBLE, PRIOR TO PROPOSAL SUBMISSION, AS DETAILED IN CLAUSE L.7 OF THIS SOLICITATION.**

**ANY SOLICITATION AMENDMENTS WILL BE POSTED ON THE INTERNET AT THE SAME SITE AS THE RFP, RATHER THAN MAILED TO OFFERORS, UNLESS SPECIFICALLY REQUESTED.**

**AN AMENDMENT TO THIS SOLICITATION WILL BE ISSUED SHORTLY, IN ORDER TO ADD FAR CLAUSES 52.219-22, 52.219-23, 52.219-24, AND 52.219-25.**

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C.1.0 BACKGROUND**

C.1.1 The National Background Investigations Center (NBIC) of the Management and Finance Division within IRS currently conducts Personnel Security Investigations of IRS applicants and employees, applicants and employees of other Treasury Bureaus, ADP and other Contractors performing work for the Internal Revenue Service and Department of the Treasury or it's Bureaus. Due to an enormous projected increase in the workload of the National Background Investigations Center and a shortage of staff on rolls to perform these Investigations, there is a need to contract out portions (investigative leads) of these Investigations due to NBIC's inability to timely conduct the investigations. The projected time frame for use of this contract is for the base year with four option years.

C.1.2 Current provisions contained in IRM 1113.7 authorize the investigative responsibility for the Personnel Security Investigations to NBIC (formerly a function within the Inspection Division).

**C. 2.0 OBJECTIVE OF CONTRACT**

C.2.1 NBIC requires investigation of contract employees in Personnel Security Investigations. This requires investigation and preparation of written reports of investigative findings in a timely and cost-effective manner.

C.2.2 NBIC requires these investigations and reports so that IRS officials can determine suitability for contractor employees as specified in 1.1 above.

C.2.3 Furthermore, the information developed during an investigation must be gathered, stored, and disseminated in strict accordance with the Privacy Act of 1974 and the various disclosure requirements stated in the contract. The very highest and most consistent standards of integrity are considered absolutely essential in the performance of this contract.

### **C.3.0 SCOPE OF WORK**

C.3.1 The contractor will furnish all supplies, equipment, services, personnel, and facilities to conduct investigations when requested to do so in writing by the Chief, National Background Investigations Center, or his/her designee as specified in the contract.

C.3.2 The contractor will conduct investigations on contractor employees only, in and around cities throughout the United States, assemble applicable investigative files and prepare and submit a thorough investigative report of findings to the Chief, National Background Investigations Center.

C.3.2.1 The contractor shall complete investigative leads and submit within 30 days of receipt of the leads from the COTR. The investigations and associated reports must meet the standards specified in this Statement of Work. Any request by the contractor to extend the coverage of leads must be called into the COTR within 3 of workdays of identification of the need to extend the investigation. This must also be accomplished at least two days before the due date of the report of investigation. The COTR has the authority to extend the delivery dates for all deliverables, in cases where he/she determines the extension is warranted by circumstances beyond the control of the contractor. This will include identification by the contractor of additional leads identified/needed to resolve undisclosed information on the subject of investigation.

C.3.3 The contractor shall coordinate activities with a COTR throughout performance of this contract and must be prepared to furnish interim status reports or oral briefings as may be required or requested.

### **C.4.0 CONTRACTOR PERSONNEL REQUIREMENTS**

#### **C.4.1 STANDARDS AND CONDUCT**

C.4.1.1 All contractor personnel must be approved by IRS National Background Investigations Center prior to working on IRS-related investigations. Personnel, including those who assume responsibilities under the contract during its duration, must have been screened within the past 5 years by investigations meeting no less than a Special Sensitive Background Investigation (SSBI) clearance for occupancy of high-risk position. Personnel must have a favorably adjudicated investigation and a copy of the background report and clearance, or information concerning the level of investigation completed and investigating agency, which will be provided to the Chief, National Background Investigation Center or his/her designee 30 calendar days prior to the contract employee starting work on IRS, related investigations. It is the responsibility of the contractor to update background investigations of contractor

employees every five years. Updated background investigations and clearances conducted during the duration of this contract must be provided to the Chief, National Background Investigations Center, or his/her designee. Payment for any background investigation of contract employees may not be directly charged under this contract. The National Background Investigations Center requires this clearance to ensure that contractor personnel meet the highest standards of character, integrity, and proficiency. Professional conduct and appearance and a high standard of integrity shall be maintained at all times.

C.4.1.2 In addition to the background investigation, the National Background Investigations Center intends to verify through its records and those of IRS that all contractor personnel are compliant with Federal tax filing requirements. NBIC record checks will be conducted to verify that all contractor personnel present no conflict of interest or appearance of a conflict of interest in conducting IRS-related investigations. Contractor employees will be required to execute appropriate security forms prior to contract work being performed. A contractor employee on whom unfavorable or derogatory information has been developed during the suitability screening will be confronted with the information and offered an opportunity to refute, explain, clarify or mitigate the information in question. The contract employee's management will not be advised of any derogatory or questionable information developed during the suitability process.

C.4.1.3 The Contracting Officer reserves the right to bar any employee from working on this contract at any time during the duration of this contract for not meeting the standards set forth in the contract. The contractor, upon written notice of such Contracting Officer determination, will immediately remove the contract employee from work on this contract.

C.4.1.4 The Contractor shall require all contract employees who are assigned to work on this contract to sign a nondisclosure agreement. Contract employees shall sign these agreements before they are assigned to any work from this contract and they will be provided to the COTR. Any new employee who assumes responsibilities under this contract shall be required to sign a nondisclosure agreement prior to conducting any work relating to this contract. These agreements will also be provided to the COTR.

C.4.1.5 Contractor personnel must be proficient and professional in conducting investigations and reporting investigative findings. Investigations must be thorough with all pertinent and feasible sources of information accounted for in the investigation. A report of investigation must accurately and thoroughly reflect all information that is probative and pertinent to the investigation. The contractor must maintain a fair, impartial, independent, objective attitude in conducting and reporting the investigation.

C.4.1.6 All contractor employees performing work on this contract must be United States citizens. This information must be reflected in their background investigation package received by the Chief, National Background Investigations Center prior to the contract employee performing work on this contract.

C.4.1.7 All contractor personnel must maintain all of the standards specified in this contract during the duration of the contract. Failure to do so will constitute cause for termination of the contract.

C.4.1.8 The contractor shall cooperate fully in any investigation of improper conduct by contractor personnel.

#### **C.4.2 CONTRACTOR PROHIBITIONS**

The contractor shall not under any circumstances:

C.4.2.1 Conduct any investigation for NBIC without proper written authorization;

C.4.2.2 Falsify or fabricate testimony information;

C.4.2.3 Fail to report potentially actionable or serious information or attempt to influence the outcome of any investigation;

C.4.2.4 Conduct any investigation when there may be a real or apparent conflict of interest by the contractor unless NBIC deems the conflict to be nonexistent or immaterial to the investigation;

C.4.2.5 Disclose any investigative information to persons unauthorized to receive such information;

C.4.2.6 Use credentials or badges not approved by NBIC or use credentials for other than official IRS NBIC business;

C.4.2.7 Use any unallowed and/or illegal techniques or devices such as concealed recording listening devices, polygraphs, paid informants, firearms or other weapons, or unlawful searches;

C.4.2.8 Conduct any criminal investigations; or

C.4.2.9 Fail to report any breach or suspected breach of security, or any unauthorized inspection or disclosure of information as specified in the contract.

### **C.4.3 CREDENTIALS**

C.4.3.1 NBIC will issue credentials to identify the contractor as a representative of IRS. The credentials may only be possessed by persons authorized by NBIC and may only be used for official NBIC business. For these reasons, the contractor must safeguard the credentials to preclude misuse or possession by unauthorized persons.

C.4.3.2 The contractor must promptly report the loss or misuse of credentials to the COTR within twenty-four (24) hours. While the initial report may be by telephone, the contractor must submit a written statement to the COTR within three business days.

C.4.3.3 The contractor shall immediately notify, in writing, the COTR when a contract employee terminates employment or is no longer working on the contract. The contractor will promptly return the issued NBIC credentials for these employees to the COTR.

C.4.3.4 Under no circumstances may credentials be photocopied.

C.4.3.5 Contractor employees will provide NBIC with a passport size photograph or will be photographed at an IRS facility for credential issuance.

### **C.5.0 REPORT OF INVESTIGATION (ROI) FORMAT**

#### **C.5.1 ROI FORMAT**

C.5.1.1 Favorable information obtained from testimony given by sources will be reported on forms supplied to the contractor by NBIC. These forms will be in a simple question and answer format and must have complete information obtained and reported for all sections of the forms.

C.5.1.1 The contractor must use the report format specified by NBIC, and all forms used by the contractor must be approved by NBIC. Forms to be used by the contractor for reporting questionable or derogatory information will be supplied by NBIC. The information required by this section is the minimum needed and should not be considered as all-inclusive. Questions should be directed to the COTR.

C.5.1.2 Each ROI completed for questionable or derogatory information must be titled "Report of Investigation" for NBIC and contain the unique numerical identifier (case number) assigned by NBIC.

C.5.1.3 The first page of every ROI should also contain, at a minimum, the following:



- (a) title (name and address of subject of investigation);
- (b) date of report;
- (c) position title and post of duty (street address, city, zip code) of the subject;
- (d) Social Security number of the subject;
- (e) typed name and dated signature of the contract investigator preparing the ROI; and
- (f) typed name or identifying employee number of the contractor submitting the ROI.

Each page of the ROI, including all exhibits as described below, should be numbered sequentially starting with the title page.

C.5.1.4 On questionable or derogatory source interview write-ups (ROIs), the reporting contract employee will ensure that the basis (where the questionable or derogatory information was first discovered and date) of the questionable or derogatory information is stated in the introduction of the report. The report should then identify the allegation or questionable/derogatory information. The report will identify dates and names of sources interviewed. All attachments to the reports will also be identified in the ROI. No conclusions, recommendations or opinions should be reported in the ROI.

C.5.1.5 Reports of interviews should include the names and title of all persons present during the interview, including the interviewee, interviewer, and any witnesses. These reports shall also contain the date and place of the interview. All reports of record reviews shall include the name and title of the reviewer, the date and place of the review, and the nature of the record that was reviewed. All documents gathered and included in the ROI shall be identified as to the date and place the documents were secured, the name and title of the person who provided the documents, and the contract investigator who obtained the documents.

## **C.5.2 ROI CONTENT**

C.5.2.1 All documents written by the contract employee must contain factual information. The contents must be accurate, objective, timely, concise and organized so that reviewers can determine the appropriate action on the investigation.

C.5.2.2 All ROIs will be typed in Courier New (12 pitch).

C.5.2.3 Sample ROIs will be provided to the contractor to disseminate to all contract employees. The format of the sample ROIs will be used for all ROIs.

C.5.2.4 When a new lead is developed during the investigation of the subject, the new lead shall immediately be reported to the COTR for review and approval before the investigation proceeds. See 3.2.1 for time frames in meeting this obligation.

C.5.2.5 A report must not contain the personal opinions or views of the contractor. When an interviewee expresses an opinion relevant to the investigation, the contractor should ask for and document the basis for that opinion.

C.5.2.6 If NBIC determines that there are omissions, errors, or deficiencies in the investigation or ROI, the COTR will notify the contractor. The COTR will advise the contractor of any additional required investigation or of the nature of the identified errors. The contractor shall make the necessary corrections to the final product in an expedited manner, as agreed upon by the COTR. The contractor shall normally have 5 business days from receipt of the deficient work to return such work to the COTR. All corrected work must be in full compliance with the terms of the agreement. The COTR depending on varying circumstances of the investigation may adjust this time frame.

## **C.6.0 INVESTIGATIVE MATERIALS**

C.6.1 All material gathered during or prepared for an investigation must be preserved and provided to NBIC. Such material includes, but is not limited to, notes of interviews or record/file checks, documents gathered during an investigation, documents furnished to the contractor by NBIC, and electronic media (e.g., diskette, computer hard drive, or CD).

C.6.2 The contractor must not maintain copies of any investigative materials, including reports of investigation, in any format (written, electronic, etc.), after approval for payment for a completed investigation is made by NBIC. All materials and the information they contain are the sole property of the IRS.

## **C.6.3 DISCLOSURE OF INVESTIGATIVE MATERIAL AND INFORMATION AND THE PRIVACY ACT**

C.6.3.1 Material and information pertaining to an investigation may only be disclosed in accordance with the Privacy Act of 1974, Title 5, U.S.C. Section 552a. The Privacy Act allows disclosure under certain circumstances for official purposes. "Material and information" pertaining to an investigation includes all items, records, and information gathered during the course of an investigation, regardless of whether they are included in the report of investigation. The existence of an investigation is

information protected by the Privacy Act.

C.6.3.2 The most common form of authorized disclosure is the "investigative disclosure" in which a person discloses information or material to the extent necessary to obtain information. For example, the contractor usually needs to divulge enough information so that the interviewee knows what the subject matter is or so that a person knows what record to look for.

C.6.3.3 When an individual or government agency requests a report of investigation or information or material gathered during an investigation, the contractor should advise the requester to submit a written request to IRS, 1401 Wilson Blvd., Suite 800, Arlington, VA 22209, Attention: Mary Anderson, Disclosure Specialist.

C.6.3.4 Refer to the Disclosure clauses and Privacy Act clauses in the RFP/contract.

#### **C.6.4 INVESTIGATIVE DISCLOSURE OF TAX INFORMATION**

C.6.4.1 Should a contract employee gain access to any tax information on a subject, the contract employee should immediately notify the COTR by telephone. This notification must also be backed up by memorandum within three business days of the contract employee obtaining this information.

C.6.4.2 Under no circumstances is the contractor or any contract employee permitted to disclose any tax information on a subject of investigation.

#### **C.6.5 PROTECTION AND STORAGE OF INVESTIGATIVE MATERIAL**

C.6.5.1 The Privacy Act and the Internal Revenue Code restrict disclosure of information and material. To that end, the contractor must ensure that investigative material is afforded physical protection from unauthorized disclosure. Safeguards apply no matter what media on which material is recorded.

C.6.5.2 In general, the office area in which the investigative material is maintained must be readily accessible only to contractor personnel who have an official need for the material. Access by other people must be restricted. When not in use, material must be kept out of plain view in a locked cabinet or other container.

C.6.5.3 The material must be stored in a cabinet container, or room that can be locked to prevent access by unauthorized personnel.

C.6.5.4 In addition, the contractor shall propose security measures to protect

any tax data from unauthorized access during duty and non-duty hours. At a minimum, IRS requires the following:

C.6.5.4a IRS data will be used only in an area that is restricted or secured or in a security room.

C.6.5.4b When not in use or during off-duty hours, data in hard copy format (e.g., paper or diskette) will be stored in locked containers. Additionally, the locked container will be located in a locked or secured area during non-duty hours.

C.6.5.4c Security Policy - must define allowed users and rules of access. The policy should also provide for clearance of all protected information on objects before they are allocated out of or into the system.

C.6.5.4d Accountability - Computer systems must be secured from unauthorized access. All security features (audit trails, identification/authentication) must be available and activated to prevent unauthorized access.

C.6.5.4e Assurance - Access controls and other security features must be implemented and working. The security system should be tested annually to assure it is functioning correctly.

C.6.5.4f Documentation - test documentation should be readily available which describes how and what mechanisms were tested and the results. Documentation must also include a users guide and facility manual.

C.6.5.5 Site Survey - NBIC may conduct periodic site surveys (announced or unannounced) to ensure security measures are achieved.

## **C.7.0 INTERVIEWS OF SOURCES OF INFORMATION**

C.7.1 If interviewing Internal Revenue Service employees as a source of information, it should be noted that IRS employees are required to respond to official inquiries unless their statements would incriminate them under the Fifth Amendment to the Constitution or would be legally privileged. If an IRS employee invokes their Fifth Amendment privilege, the contractor shall contact the COTR. If an employee of IRS refuses to respond to a question, the contractor should remind the employee of his/her responsibilities under the 31 C.F.R., Part 0, Section 0.207. The C.F.R. indicates that an employee shall respond to questions truthfully whether orally or in writing, and must provide documents and other materials concerning matters of official interest when directed to do so by competent Treasury authority. If the employee still refuses to respond the contractor should document the question or questions at issue and the

employee's response, and terminate the interview.

C.7.2 Non-employees are not under any legal obligation to answer questions or assist the contractor.

C.7.3 Contractors should introduce themselves as investigators under contract with IRS to conduct background investigations. At the outset of an interview, the contractor should tell the interviewee what the interview is about. If the contractor is requesting records or an explanation of a record's meaning, the contractor should use discretion in advising the interviewee about the essence of the investigation.

C.7.4 Interviews of sources and the gathering of documents for investigation conducted by the contractor should be accomplished in person. If there are any barriers encountered in conducting these investigations by personal contact, the contractor should immediately notify the COTR.

#### **C.7.5 PRIVACY ACT NOTICE REQUIREMENTS DURING INTERVIEW OF SOURCES.**

The contractor must provide an appropriate Privacy Act notice to each person interviewed or contacted for records during the course of the investigation. NBIC will provide the contractor with the appropriate form to be given to the various sources of information. This applies to both IRS employees and non-employees. The contractor must use the Privacy Act forms provided by NBIC. The fact that the Privacy Act notice was provided should be noted in the contractor's documentation of the interview. The Notice is necessary because the Privacy Act states, under 5 U.S.C. Section 552a (e)(3), that agencies maintaining Privacy Act systems of records should inform each individual whom they ask to supply information of the authority for the solicitation of information, the principle purpose of the solicitation, the routine uses of the information obtained, the effects of nondisclosure, and whether disclosure is mandatory or voluntary.

#### **C.7.6 INTERVIEW NOTES**

The contractor should take adequate notes during each interview so that a thorough and accurate summary of the interview may be prepared for the report of investigation. Interviewers should refrain from putting personal opinions or unprofessional comments on notes because the notes are subject to release to the interviewee or subject of the investigation. Notes must be protected as previously described in 6.5, Protection and Storage of Investigative Material. Investigative notes should be forwarded with the report of investigation to NBIC upon completion of the investigation. NBIC will be responsible for the destruction of any investigative

materials.

#### **C.7.7 REQUEST FOR CONFIDENTIALITY**

C.7.7.1 Under the Privacy Act of 1974, the identity of persons furnishing information in investigations will be protected only when those persons have been furnished an expressed promise of confidentiality. The contractor should not offer confidentiality to a person being interviewed. The contractor should advise sources that the subject of the investigation might be confronted with the information and identity of the source. If a source requests confidentiality or is reluctant to furnish information because of fear that the subject may learn that he/she was the source of the information, the contractor may inform the source that NBIC will not release information that would tend to reveal his/her identity. However, if a source requests and receives a pledge of confidentiality the interview notes and the report of interview should stipulate that the source requested and received such pledge. Note that a pledge of confidentiality is presumed not to exist in any instance where a source furnishes an affidavit or written statement.

C.7.7.2 The contractor must attempt to corroborate questionable or derogatory information disclosed by confidential sources. If there is no other source of information, the report of investigation should so state. The report should not use gender pronouns, as they tend to identify the source.

C.7.7.3 If there are any questions regarding confidentiality, the contractor should consult the COTR.

#### **C.8.0 EVIDENCE OF CRIMINAL VIOLATION**

C.8.1 Whenever contractor personnel believe there is evidence of any criminal violation by the subject, the COTR must be notified as soon as possible. Contractor personnel are not authorized to investigate possible criminal violations. Investigations that reveal criminal violation will be returned to NBIC. The contractor personnel will assemble and return all documents, interview reports, notes and other items gathered during the investigation, up to the point that the criminal violation was discovered. All materials should be forwarded immediately to the COTR. In the event of such incidents, NBIC will certify that the contractor has satisfactorily completed the investigation to date.

C.8.2 When an employee of the Federal government provides information indicating he/she may have violated a criminal statute related to the investigation, the contract employee should document the specifics of that information, terminate the interview, and notify the COTR. While an employee must respond to

questions in an official investigation, that requirement does not apply if his/her response would be incriminating under the Fifth Amendment.

#### **C.9.0 PAYMENT**

C.9.1 See the payment clause of the contract.

C.9.2 Contractor invoices shall be sent to the IRS.

C.9.3 At no time should the name or other identifying information regarding the subject or other persons involved in an investigation appear on any invoice or payment document submitted to the IRS. Invoices or other payment documents should be identified only by the assigned case number.

C.9.4 Invoices should identify hours and total cost of each investigative lead completed, i.e., if the contractor receives an investigation that requires two police contacts and one employment contact, the invoice must specify separately the time and cost associated with each of the two police contacts and the one employment contact. Administrative time spent on investigation (write-up of findings and other fees associated with handling the investigation) should be reported separately and may be reported under one entry entitled "administrative charges".

#### **C.10.0 GUARANTEED CONTRACT MINIMUM**

C.10.1 The government will purchase from the awardee a minimum of 300 hours of service for the base year and 300 hours for each of the four option years with the maximum amount for the base year (full twelve month period) and each of the four option years being 2,000 hours each.

#### **C.11.0 LABOR HOUR CONTRACT**

This is a labor hour contract.

**SECTION D  
PACKAGING AND MARKING**

**D.1 MARKING REQUIREMENTS**

The Contractor must mark/stencil all shipping containers with the information described in parentheses below:

(Agency)  
(Description of Contents)  
(Contract No.)  
(Contractor's Name and Address)

**D.2 PACKING AND PACKAGING REQUIREMENTS**

Deliverables shall be packaged and packed in accordance with commercial practices to ensure safe delivery at destination. All postage and fees pertaining to submission of items or related documentation (forms, reports, etc.) shall be paid by the Contractor. All deliveries shall comply with the marking requirements above.



**SECTION E  
INSPECTION AND ACCEPTANCE**

E.1 52.246-6 INSPECTION--TIME AND MATERIAL AND LABOR HOUR (JAN 1986)

E.2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performed under this contract shall be by the Contracting Officer, the Contracting Officer's Technical Representative (COTR), or their duly authorized representatives, shall be legibly written in clear, concise, language, free of jargon, and shall be in accordance with paragraph 5.0 of the Statement of Work.

## **SECTION F DELIVERIES OR PERFORMANCE**

F.1 52.242-15 STOP WORK ORDER (AUG 1989)

F.2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

F.3 CONTRACT TERM

The term of this contract is one year from the date of award, plus four one-year options.

F.4 PLACE OF DELIVERY

Deliveries of reports and other written products shall be made to the ship to/mark for address specified in Block 11 of the contract award document.

F.5 DELIVERABLES

See Statement of Work in Section C.

F.6 PROCEDURE FOR ORDERING OF INDIVIDUAL INVESTIGATIONS

(a) Task orders shall be issued by the contracting officer for blocks of not-to-exceed (NTE) hours at the firm-fixed composite labor rate stated in Section B of the contract. The contractor shall not at any time exceed the aggregate task order hours.

(b) The COTR or his designated representative(s) (to be named in the contract) will order individual investigations under the task orders in (a) above by faxing or mailing a written order to the contractor describing the desired investigation. This order will be based on the information available to the COTR or his designated representative(s) at the time.

(c) Only the COTR or his designated representative(s) specifically named in the contract, or the administrative contracting officer, shall have the authority to order or initiate investigations under this contract. The contractor shall not accept orders or initiate investigations based on the directions of any other individual(s).

(d) All directives to the contractor to commence an investigation shall be in writing and shall contain a control number assigned by the Government. The contractor shall not accept orders or initiate investigations based on any directives

which are either not in writing or do not include a control number.

(e) The contractor shall not incur more than a total of (40) billable hours connected to any single investigative order without receiving permission from the COTR or his designated representative(s), or the administrative contracting officer.

(f) In addition to invoice requirements stated elsewhere in the contract, the contractor shall, on his invoices to the Government, correlate and reference the assigned control number(s) to all his invoiced hours and identify separately the hours invoiced for each individual lead.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

The Contracting Officer's Technical Representative (COTR) for this contract is:

(to be named at time of award)

The COTR will represent the Contracting Officer in the administration of technical details within the scope of this contract. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COTR does not have authority to alter the Contractor's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify contract obligations or the statement of work, changes will be issued in writing and signed by the Contracting Officer. The COTR assignment for this contract may be changed at any time by the Government without prior notice to the Contractor. The Contractor will be notified of the change.

**G.2 CONTRACTOR PROJECT MANAGER**

The Contractor's designated Project Manager for this contract is:

\_\_\_\_\_ phone no: \_\_\_\_\_ FAX no: \_\_\_\_\_.

The Contractor shall provide a Project Manager for this contract who shall have the authority to make any no-cost contract technical, decisions, or special arrangement regarding this contract. The Project Manager shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Project Manager, or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

**G.3 ADMINISTRATIVE CONTRACTING OFFICER**

The Contracting Officer for administration of this contract is:

(to be named at time of award)

The contract administrator is:

(to be named at time of award)

The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

**H.1 PREFERENCE FOR USE OF PAPER AND PAPER PRODUCTS CONTAINING RECOVERED MATERIAL CONTENT (MAR 1993)**

The Department of the Treasury and its bureaus strongly support the use of paper and paper products with the maximum extent of recovered material content. Although the contractor is not required to utilize paper and paper products containing the percentage of recovered material content as specified in the Department of the Treasury Affirmative Procurement Program for items with Recovered Material Content, the contractor is encouraged to utilize paper and paper products with recovered material content to the maximum extent possible.

**H.2 DEPARTMENT OF THE TREASURY SUPPORT FOR ACQUISITION OF PRODUCTS AND SERVICES WITH RECOVERED MATERIAL CONTENT (MAR 1993)**

The Department of the Treasury strongly supports the use of products with the maximum extent of recovered material content. Contractors are encouraged to utilize recovered material content wherever such use will allow compliance with the specifications.

**H.3 PREFERENCE FOR PACKAGING CONSISTING OF ENVIRONMENTALLY SOUND MATERIALS AND RECOVERED MATERIAL CONTENT (MAR 1993)**

It is the policy of the Department of the Treasury to encourage the use of environmentally-sound materials and materials containing recovered material content. Contractors are encouraged to utilize packaging materials which are environmentally-sound and consist of recovered material content to the maximum extent possible.

**H.4 NONPERSONAL SERVICES**

The Contractor agrees that this is a nonpersonal services contract; that for all the purposes of the contract the Contractor is not, nor shall he/she hold himself/herself out to be, an agent or partner of, or joint venturer with, the Government; and that he/she shall neither supervise nor accept supervision from Government employees or any personnel from other contractors who may be working on the same task.

**H.5 IRSAP 1052.224-9000(a) Disclosure of Information-Safeguards (January 1998)**

In performance of this contract, the contractor agrees to comply and assume

responsibility for compliance by his/her employees with the following requirements:

(1) All work shall be performed under the supervision of the Contractor or the contractors responsible employees.

(2) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.

(3) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249 9), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

(4) All return information received as result of or resulting from the investigation of contractors shall be kept in a locked compartment in a secure place when not being worked upon.

#### **H.6 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APRIL 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

#### **H.7 FAR 52.224-2 PRIVACY ACT (APRIL 1984)**

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.



**SECTION I  
CONTRACT CLAUSES**

**I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of the clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>.

**I.2 52.202-1 DEFINITIONS (OCT 1995)**

**I.3 52.203-3 GRATUITIES (APR 1984)**

**I.4 52.203-5 COVENANT AGAINST CONTINGENT FEES**

**I.5 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)**

**I.6 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER  
ACTIVITY (JAN 1997)**

**I.6a 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR  
ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

**I.7 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL  
TRANSACTIONS (JUN 1997)**

**I.8 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER  
(JUN 1996)**

**I.9 52.215-2 AUDIT AND RECORDS - NEGOTIATION (AUG 1996)**

**I.10 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)**

**I.11 52.219-8 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-  
OWNED SMALL BUSINESS CONCERNS (JAN 1999)**

**I.12 52.222-26 EQUAL OPPORTUNITY (APR 1984)**

**I.13 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND  
VETERANS OF THE VIETNAM ERA (APR 1998)**

- I.14 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
- I.15 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
- I.16 52.223-2 CLEAN AIR AND WATER (APR 1984)
- I.17 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)
- I.18 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
- I.19 52.225-9 BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM (JAN 1996)
- I.20 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
- I.21 52.227-14 RIGHTS IN DATA - GENERAL (JUN 1987)
- I.22 52.227-17 RIGHTS IN DATA - SPECIAL WORKS (JUN 1987)
- I.23 52.229-3 FEDERAL, STATE AND LOCAL TAXES (JAN 1991)
- I.24 52.229-5 CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
- I.25 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
- I.26 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- I.27 52.232-17 INTEREST (JUN 1996)
- I.28 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- I.29 32.232-25 PROMPT PAYMENT (JUN 1997)
- I.30 52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)
- I.31 52.233-1 DISPUTES (OCT 1995)
- I.32 52.233-3 PROTEST AFTER AWARD (AUG 1996)

- I.33 52.242-13 BANKRUPTCY (JUL 1995)
- I.34 52.243-3 CHANGES - TIME AND MATERIALS OR LABOR HOURS (AUG 1987)
- I.35 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 1998)
- I.36 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)
- I.37 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)
- I.38 52.248-1 VALUE ENGINEERING (MAR 1989)
- I.39 52.249-6 TERMINATION (COST REIMBURSEMENT), with Alternate IV (SEP 1996)
- I.40 52.249-14 EXCUSABLE DELAYS (APR 1984)
- I.41 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 1997)
- I.42 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUL 1995)
- I.43 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages\_\_\_\_\_, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated\_\_\_\_\_, upon which this contract is based.

- I.44 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Treasury Acquisition/Procurement Regulation (48 CFR Chapter 10) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the

regulation.

I.45 52.203-12 (JUN 1997) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION - DEPARTMENT OF TREASURY (NOV 1990)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract;
- (b) The making of any Federal grant;
- (c) The making of any Federal loan;
- (d) The entering into of any cooperative agreement; and,
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(b) A member of the uniformed services as defined in subsection 101(3), title 37, United States Code.

(c) A special Government employee, as defined in section 202, title 18, United States Code.

(d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector. "Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United

States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including

individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95 507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(I)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a

covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional or technical exemption provided in the law, or to limit the exemption to licensed professional. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Selling activities by independent sales representatives. The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following sales activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter;



(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adoption of the person's products or services for an agency's use.

(C) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

#### **I.46 ADVERTISING OF AWARD**

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

#### **I.47 NEWS RELEASES**

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without such consent first being so obtained, the Government shall consider institution of all remedies available under the provisions of this contract.

#### **I.48 FAR 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from \_\_\_\_\_ through

\_\_\_\_\_ [dates to be inserted at time of award].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **I.49 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$75,000;

(2) Any order for a combination of items in excess of \$75,000; or

(3) A series of orders from the same ordering office within ten days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **I.50 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified,

and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 45 days beyond the end of the base year or applicable option year, if exercised.

**I.51 52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)**

The Government may require continued performance of any services within the limits and at the composite rate specified in the contract. The total extension of performance hereunder shall not exceed two months. The Contracting Officer may exercise the option by written notice to the contractor within 10 days before the expiration of the base period.

**I.52 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)**

**I.53 52.219-9 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999)**

**SECTION J  
LIST OF ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS**

<b>ATTACHMENT</b>	<b>TITLE</b>	<b>NO. OF PAGES</b>
1	SAMPLE SUBCONTRACTING PLAN (Applicable only to large business prime contractor)	

## SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

### K.1 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11, DEVIATION - DEPARTMENT OF THE TREASURY - JAN 1990)	APR 1991
52.204-5	WOMEN-OWNED BUSINESS	OCT 1995
52.222-21	CERTIFICATION OF NONSEGREGATED FACILITIES	APR 1984

### K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

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[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## K.3 52.204-3 TAXPAYER IDENTIFICATION (JUNE 1997)

## (a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

- (b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

## (c) Taxpayer Identification Number (TIN).

☐ TIN:\_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income



effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. \_\_\_\_\_

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.5 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS**

(a) The offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e. the VETS - 100 report required by the FAR clause 52.222-37, Employment Reports on Disabled Veterans and veterans of the Vietnam Era), it has [ ], has not [ ] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

**K.6 52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@dnb.com](mailto:globalinfo@dnb.com).

K.7 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION - DEPARTMENT OF THE TREASURY - JAN 1990) (FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and

- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend this disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- K.8 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)
- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
- (A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(I)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph

(a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.9 52.215-4 TYPE OF BUSINESS ORGANIZATION (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_,

(b) If the offeror or respondent is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ (country).

K.10 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE  
(STREET ADDRESS, CITY,  
STATE, COUNTY, ZIP CODE)

NAME AND ADDRESS OF OWNER  
AND OPERATOR OF THE PLANT  
OR FACILITY IF OTHER THAN  
OFFEROR OR RESPONDENT

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#### K.11 AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

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#### K.12 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1998)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is **7381**.
- (2) The small business size standard is no more than 9,000,000 million average annual receipts for an offeror's preceding 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR

124.1002.

- (3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(c) *Definitions.*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern", as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--



- (i) Be punished by imposition of a fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.13 52.219-2 EQUAL LOW BIDS (OCT 1995)**

- (a) This provision applies to small business concerns only.
- (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.
- (c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

**K.14 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)**

The offeror represents that--

- (a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It [ ] has, [ ] has not filed all required compliance reports; and

- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.15 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.16 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)**

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract is ☐, is not ☐ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K.17 CONTRACTOR'S REMITTANCE OR CHECK MAILING ADDRESS**

Indicate your firm's remittance or check mailing address below. For additional information see Section I, Prompt Payment (FAR 52.232-25).

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K.18 RESPONSIBLE OFFICIAL(S) WHO CAN RECEIVE NOTIFICATION OF AN IMPROPER INVOICE AND ANSWER QUESTIONS REGARDING THE INVOICE

Indicate below the responsible official(s) who can receive notification of an improper invoice and answer questions regarding the invoice. For additional information see Section I, Prompt Payment.

Name (If practicable) \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

K.19 CERTIFICATION

TO BE COMPLETED BY THE OFFEROR: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications, on the preceding pages). The Representations and Certifications must be executed below, by an individual authorized to bind the offeror.

The offeror makes the foregoing Representations and Certifications as part of its proposal.

\_\_\_\_\_  
(Name of Offeror) (Solicitation No.)

\_\_\_\_\_  
(Signature of (Date)  
Authorized Individual)

\_\_\_\_\_  
(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text may be accessed electronically at this address: <http://www.arnet.gov/far/>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)  
PROVISIONS**

NUMBER	TITLE	DATE
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.217-5	EVALUATION OF OPTIONS	JUL 1990

**L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION  
(OCT 1997)**

**(a) Definitions. As used in this provision--**

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions. (I) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and

(a) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(b) It was sent by mail (or telegram or facsimile, if authorized) or hand carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(c) It was sent by U.S. Postal Service Express Mail Next Day Service Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(d) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or (e) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(f) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(I)(A) through (c)(3)(I)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both

postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(I) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the

first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:



Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if

the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

#### **L.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a labor hour contract with fixed hourly rates resulting from this solicitation.

#### **L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Paul Attorri, M:P:O:S  
INTERNAL REVENUE SERVICE  
Constellation Building - 7th Floor  
6009 Oxon Hill Road  
Oxon Hill, Maryland 20745

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.5 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation or contract of any Department of Treasury provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**L.6 COMPETITION IN SUBCONTRACTING.**

As a part of its initial offer, all Offerors (other than small businesses) shall prepare and submit a proposed small business and small disadvantaged business subcontracting plan, as prescribed in FAR 52.219-9 and outlined in Section J, Attachment 1, 'Department of the Treasury, Internal Revenue Service, Small, Small Disadvantaged and Women-Owned Business Subcontracting Plan Outline.' The goals stated in this attachment are applicable to this procurement and should be utilized for developing a subcontracting plan in response to this Request for Proposal. In addition to this attachment, offerors shall also provide a record of previous performance in carrying out the goals of subcontracting plans.

The subcontracting plan shall be submitted as an attachment that is separate and detachable from the rest of the proposal. This attachment will be utilized in the evaluation of the subcontracting plan as stated in Section M.3.

The offeror shall select proposed subcontractors (including suppliers) on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the solicitation. Competitive solicitation of proposed subcontractors shall be discussed in this section. Non-competitive selection of proposed subcontractors must be justified.

Unless expressly provided in any resulting contract, award of the contract shall not be construed as the consent or authorization by the IRS to the selection of any proposed subcontractor.

**L.7 CONTRACTOR SUBMISSIONS FOR EVALUATION UNDER SECTION M**

(a) Offerors are expected to examine all instructions. Failure to do so will be at

the offeror's risk.

(b) To aid in the evaluations, proposals shall be clearly and concisely written as well as neat, indexed (cross-indexed as appropriate) and logically assembled. Prospective offerors are asked to bear in mind that all material submitted should be directly pertinent to the requirements of this RFP. Extraneous narrative, elaborate brochures, uninformative "PR" material and so forth, should not be submitted. All pages of each part shall be appropriately numbered, and identified with the name of the offeror, the date, and the solicitation number to the extent practicable.

(c) Two complete copies of the proposal, including all its support documentation, shall be submitted. The price proposal and technical proposal should be combined.

(d) Offerors shall propose a single composite hourly rate for all investigations, inclusive of all contractor direct and indirect costs, *including travel*, and fee. For the purposes of evaluating the realism of their single proposed rate, offerors shall include in their proposal an explanation/breakdown of how this composite rate was calculated. This explanation/breakdown shall not be included as part of Section B.

(e) Travel estimates. The following are estimates provided to offerors solely for informational purposes. These estimates are based on past years experience and are not intended and should not be interpreted as being contract terms or conditions, nor as being necessarily indicative of future travel requirements. NBIC's past years experience has been that approximately 10% of the investigative leads have been outside the Washington D.C. and commuting Virginia and Maryland area. Other parts of the country where leads have been conducted have included Atlanta and remote areas such as the Dakotas, Montana, Wyoming etc., as well as Alaska and Hawaii, with approximately 10-15 days of work in each of these locations per year.

(f) EVALUATION FACTORS INSTRUCTIONS

FACTOR 1A, EXPERIENCE - The offeror shall submit sufficient documentation of their relevant experience of work of similar scope, as a business entity, to allow the Government to evaluate this award factor as described in section M. This documentation should include relevant corporate history and descriptions of similar past contracts, and shall include such experience, as business entities, of any key subcontractor(s). A key subcontractor is defined for Section L.7 of this solicitation as a company which will be subcontracted by the awardee to perform at least 20% of the investigations under the contract.

FACTOR 1B, PAST PERFORMANCE - Offerors shall provide the name of five of the offerors' customers (plus an additional five references for each key

subcontractor) in the Government and/or the private sector over the past five years for the same or similar investigative services and include the approximate number of investigations performed under each contract and the geographical depth and breadth of each contract . Offerors shall provide the name, phone number and fax number of a customer point of contact for each performance reference who will be able to respond, verbally or in writing, to a past performance market survey to be given them by the IRS. The offeror shall be solely responsible for assuring the points of contact and their phone and fax numbers are current, complete and accurate in all instances. The IRS shall bear no responsibility to make more than one effort to contact the referenced customer at the phone or fax number provided by the offeror. **IT IS STRONGLY REQUESTED THAT OFFERORS SUBMIT THEIR LIST OF CUSTOMER REFERENCES WITHIN TWO WEEKS OF DOWNLOADING OR OTHER RECEIPT OF THE RFP, PRIOR TO PROPOSAL SUBMISSION, TO THE CONTRACTING OFFICER AT FAX # 202-283-1514, TO ALLOW THE SURVEY PROCESS TO GET UNDERWAY PRIOR TO THE RFP CLOSING.** It is recommended that the offerors follow up with their reference points of contact (including those for key subcontractors) in order to assure they have responded to the IRS's past performance survey. Again, it shall not be the IRS's responsibility to follow up with past performance references who do not respond to our initial attempt to contact them, or for whom the phone or fax number provided by the offeror is inaccurate, incomplete, or outdated. The IRS reserves the right to contact other customers as well at its discretion, and to include the past performance information received as part of its evaluation. Offerors are authorized to provide information on problems encountered on the identified contracts and the offeror's corrective actions.

FACTOR 1C, CORPORATE RESOURCES -The offeror shall submit documentation of their relevant corporate resources to allow the Government to evaluate this award factor as described in section M. This documentation should include, but is not necessarily limited to, a statement of the number of investigators employed by the offeror (and any key subcontractor) and their nationwide locations; résumés of key personnel; copies of plans described in Section M; and details concerning descriptions and methodologies described in Section M.

FACTOR 1D, ABILITY TO ENSURE THE RFP's PRIVACY AND DISCLOSURE REQUIREMENTS - Offerors shall provide, for Government evaluation, a written plan of how they would ensure compliance with the privacy and disclosure requirements specified in the solicitation. Also discuss how long this plan has been in place and how it has worked in practice, with the same information for any key subcontractor(s).

## L.8 DISCUSSIONS AND CORRESPONDENCE

All communications concerning the solicitation, including any of a technical nature, must be made through the Contracting Officer. Correspondence, including written questions, should be directed to the address shown in Block 8 of the Standard Form 33 and marked for the attention of the individual whose name appears in Block 10A of that form. All verbal communications should also be directed to that individual. In order to ensure questions concerning any technical aspect of the solicitation receive a timely response, these questions must be should be received by the Contracting Officer at least ten (10) calendar days before the due date for receipt of proposals. After this date, the Government will make every effort, but cannot guarantee that questions submitted will be answered before the RFP closing date.

#### **L.9 DISPOSITION OF PROPOSALS**

After evaluation, selection, and contract award, unsuccessful proposals will be disposed of as follows: one copy of each proposal will be retained by the Contracting Officer and the remainder will be destroyed.

#### **L.10 SUBMISSION OF PROPOSALS - ADDITIONAL INSTRUCTIONS**

(a) Proposals are due at the date and time showed on page 1 of this RFP, at the following address:

INTERNAL REVENUE SERVICE  
ATTN: Paul Attorri, M:P:O:S  
CONSTELLATION CENTRE BUILDING - Room 700  
6009 Oxon Hill Road  
Oxon Hill, Maryland 20745-3129

(b) Copy Number One of the proposal shall contain the signed original of all documents requiring signature by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.

(c) Facsimile proposals are not authorized for this solicitation, except for the required list of customer references.

(d) E-mail or other electronic proposals are not authorized for this solicitation.

#### **L.11 FALSE STATEMENTS IN OFFERS**

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in

proposals is prescribed in 18 U.S.C. 100I.

#### **L.12 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS**

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

## **SECTION M EVALUATION FACTORS FOR AWARD**

### **M.1 METHOD OF AWARD**

Award will be made to the offeror whose acceptable proposal offers the greatest value to the Government. Selection will be determined on the basis of the following:

- o how well a proposal satisfies the evaluation criteria described in paragraph M.2.
- o the relative strengths, deficiencies, significant weaknesses, and risks a proposal presents to the government.
- o evaluation of the differences among proposals relative to the differences in overall cost to IRS. Overall cost to IRS includes all of the offeror's direct and indirect costs, including travel costs, and fee.

### **M.2 EVALUATION FACTORS**

The evaluation factors to be used for evaluating offerors' proposals are listed below.

Factor 1 - Offeror Capability	- 100 points total as shown below
A. Experience	- 25 points
B. Past Performance	- 25 points
C. Corporate Resources	- 25 points
D. Ability to Ensure the RFP's Privacy and Disclosure Requirements	- 25 points
Factor 2 - Price	

Relative Importance of the Factors - The offeror capability factor, in total, is considered significantly more important than price for evaluation, provided the amount of difference in price can be determined by the SSA to be commensurate with the difference in expected value to the Government.

Factor 1: Offeror Capability (100 points maximum total as shown below)

The Government will evaluate the capability of the offerors that submitted



acceptable offers. The Government will evaluate their capability on the basis of: (1) experience; (2) past performance; (3) corporate resources; and (4) ability to ensure the RFP's privacy and disclosure requirements.

**A. Experience (25 points maximum)**

The Government will evaluate each offer to determine whether, during the past five years, the offeror has had the opportunity to learn about relevant work processes and procedures and about the nature, difficulties, uncertainties and risks associated with performing the work that will be required under the prospective contract. The government will try to determine how many opportunities an offeror has had to carry out those processes and procedures and to cope with those difficulties, uncertainties, and risk. Offerors with no relevant experience will be given a neutral rating for this subfactor.

**B. Past Performance of the Company (25 points maximum)**

The Government will evaluate past performance on contracts for the same or sufficiently similar investigative services of comparable scope. In the investigation of the offeror's past performance, the Government will contact former customers and Government agencies, and other private and public sources of information and its investigation will include quality and timeliness of service; effective management of the contract; and customer satisfaction. Offerors with no relevant performance history will be given a neutral rating for this subfactor.

**C. Corporate Resources (25 points maximum)**

The Government will evaluate the offeror's capability to provide sufficient staffing and other resources to effectively perform the nationwide scope and volume of work required in this RFP; offeror's capability and commitment to train staff, if necessary, for successful performance; offeror's plans for acquiring personnel and other resources not already available; and offeror's methodology for ensuring that personnel intended for work on this contract are capable of passing the government's Minimum Background Investigation.

**D. Ability to Ensure the RFP's Privacy and Disclosure Requirements (25 points maximum)**

The Government will evaluate the offeror's ability to comply successfully with the solicitation's privacy and disclosure requirements. A site visit by the Government prior to award may be required at the Government's discretion. The Government reserves the right for this evaluation subfactor to initially assign an equal rating to all offerors

whose proposals provide general evidence of the intent and/or ability to ensure the required privacy and disclosure requirements, and to defer the time-consuming process (time-consuming for the Government and contractors) of performing any necessary multiple tier reviews and/or site visits to the otherwise apparent winning offeror, prior to any award.

## **2. Price**

The Government will evaluate proposed prices as described at Relative Importance of the Factors. Price must be proposed by offerors in accordance with clause L.7.D of the solicitation. The offeror shall submit composite labor rates for all contract line items to be considered responsive/eligible for contract award. Although the proposed composite labor rates will not be scored, they will be evaluated for each mandatory contract line item described in Section B. Price analysis will be conducted in accordance with the applicable techniques cited in the Federal Acquisition Regulation text at 15.404-1.

### **M.3 SUBCONTRACTING PLAN EVALUATION**

#### ***NOT APPLICABLE TO SMALL BUSINESSES***

The evaluation of this factor will consider the Offeror's proposed small business and small disadvantaged business subcontracting plan submitted in accordance with Section L. Non-compliances with the Subcontracting Plan requirements will be negotiation issues.

##### **(a) Proposed Plan**

The Offeror's proposed plan will be evaluated to determine whether it represents the maximum practicable opportunity for subcontracting. Maximum practicable opportunity is defined as reaching or exceeding the IRS goals specified in Section J, Attachment 2.

##### **(b) Previous Performance**

The Offeror's record of previous performance in carrying out the goals of the subcontracting plan (Section J, Attachment 2) will be considered for this subfactor.

**DEPARTMENT OF THE TREASURY  
SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS  
SUBCONTRACTING PLAN OUTLINE**

*The following outline meets the minimum requirements of Public Law 95-507 and the Federal Acquisition Regulation (FAR) Subparts 19.7. It is intended to be a guideline. It is not intended to replace any existing corporate plan which is more extensive. If assistance is needed to locate small business sources, contact the Director, Office of Small Business Programs (202) 622-0530 or the IRS Small Business Specialist, Ms. Jodie Paustian at (202) 283-1350. Please note that the Department of the Treasury has subcontracting goals of 41% for small business, 5% for small disadvantaged business, and 5% for women-owned small business for fiscal year 1998. For this procurement, the Department of the Treasury expects all proposed subcontracting plans to contain the following goals, at a minimum, for small business 41%, for small disadvantaged business 5%, and for women-owned small business 5%. These percentages shall be expressed as percentages of the total available subcontracting dollars.*

Identification Data:

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Date Prepared: \_\_\_\_\_ Solicitation Number: \_\_\_\_\_  
 Item/Service: \_\_\_\_\_  
 Place of Performance: \_\_\_\_\_

1. TYPE OF PLAN: (Check only one).

- \_\_\_\_\_ INDIVIDUAL PLAN: *In this type of plan all elements are developed specifically for this contract and are applicable for the full term of this contract.*
- \_\_\_\_\_ MASTER PLAN: *In this type of plan, goals are developed for this contract; all other elements are standard. The master plan must be approved every three (3) years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.*
- \_\_\_\_\_ COMMERCIAL PLAN: *This type of plan is used when the contractor sells products and services customarily used for nongovernment purposes. Plan/goals are negotiated with the*

*initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during year approved. The contractor must provide a copy of the initial agency approval, AND MUST SUBMIT AN ANNUAL SF 295 TO TREASURY WITH A BREAKOUT OF SUBCONTRACTING PRORATED FOR TREASURY (WITH A BUREAU BREAKDOWN, IF POSSIBLE).*

## 2. GOALS:

*FAR 19.704(a)(1) requires separate dollar and percentage goals for using small business concerns, small disadvantaged business concerns, and women-owned small business concerns as subcontractors for the base year and each option year. (Please note that the goals for small disadvantaged business and women-owned business are sub-sets of the small business goal).*

A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

FY__	FY__	FY__	FY__	FY__
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$_____	\$_____	\$_____	\$_____	\$_____

B. Estimated dollar value\* and percentage of planned subcontracting to small business concerns is:  
 (\*This figure includes the amount in C. and D. below.)

FY__	FY__	FY__	FY__	FY__
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$_____	\$_____	\$_____	\$_____	\$_____
_____ %	_____ %	_____ %	_____ %	_____ %

C. Estimated dollar value and percentage of planned subcontracting to small disadvantaged business concerns is:

FY__	FY__	FY__	FY__	FY__
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$_____	\$_____	\$_____	\$_____	\$_____
_____ %	_____ %	_____ %	_____ %	_____ %

D. Estimated dollar value and percentage of planned subcontracting to small women-owned business concerns is:

FY__	FY__	FY__	FY__	FY__
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$	\$	\$	\$	\$
_____	_____	_____	_____	_____
_____ %	_____ %	_____ %	_____ %	_____ %

\*\*IF ANY CONTRACT HAS MORE THAN FOUR OPTIONS, PLEASE ATTACH ADDITIONAL SHEETS SHOWING DOLLAR AMOUNTS AND PERCENTAGES.

E. Supplies and/or services to be subcontracted under this contract, business size (i.e., SB, SDB, WOB, and LB), and the estimated dollar expenditure, are: (Check all that apply).

SUPPLY/ SERVICE	COMPANY NAME (IF KNOWN)	BUSINESS SIZE (SB, SDB, WOB, LB)	DOLLAR AMOUNT
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(Attach additional sheets if necessary.)

F. Explain the methods used to develop the subcontracting goals for small, small disadvantaged, and small women-owned business concerns. Explain how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small, small disadvantaged, and small women-owned businesses were determined, and how the capabilities of small, small disadvantaged, and small women-owned businesses were determined. Identify all source lists used in the determination process.

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G. Indirect and overhead costs \_\_\_\_\_ HAVE BEEN  
 \_\_\_\_\_ HAVE NOT BEEN  
 included in the dollar and percentage subcontracting goals  
 stated above. (Check one.)

H. If indirect and overhead costs HAVE BEEN included, explain  
 the method used to determine the proportionate share of such  
 costs to be allocated as subcontracts to small, small  
 disadvantaged, and women-owned business concerns.

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3. PLAN ADMINISTRATOR:

*FAR 19.704(a)(2) requires information about the company employee  
 who will administer the subcontracting program. Please provide  
 the name, title, address, phone number, position within the  
 corporate structure and the duties of that employee.*

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Position: \_\_\_\_\_

Duties: Does the individual named above perform the following?  
 (If NO is checked, please indicate who in the company performs  
 those duties, or indicate why the duties are not performed in  
 your company).

A. Developing and promoting company/division policy statements  
 that demonstrate the company's/division's support for  
 awarding contracts and subcontracts to small, small  
 disadvantaged, and small women-owned business concerns  
 \_\_\_\_\_ YES \_\_\_\_\_ NO

- B. Developing and maintaining bidders' lists of small, small disadvantaged, and small women-owned business concerns from all possible sources  
 \_\_\_\_\_YES \_\_\_\_\_NO
- C. Ensuring periodic rotation of potential subcontractors on bidders' lists  
 \_\_\_\_\_YES \_\_\_\_\_NO
- D. Assuring that small, small disadvantaged, and small women-owned businesses are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing  
 \_\_\_\_\_YES \_\_\_\_\_NO
- E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, small disadvantaged, and small women-owned businesses  
 \_\_\_\_\_YES \_\_\_\_\_NO
- F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, small disadvantaged, and small women-owned business participation  
 \_\_\_\_\_YES \_\_\_\_\_NO
- G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by small, small disadvantaged, and small women-owned business concerns  
 \_\_\_\_\_YES \_\_\_\_\_NO
- H. Overseeing the establishment and maintenance of contract and subcontract award records  
 \_\_\_\_\_YES \_\_\_\_\_NO
- I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.  
 \_\_\_\_\_YES \_\_\_\_\_NO
- J. Directly or indirectly counseling small, small disadvantaged, and small women-owned business concerns on subcontracting opportunities and how to prepare responsive bids to the company  
 \_\_\_\_\_YES \_\_\_\_\_NO

- K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as small, small disadvantaged, or small women-owned business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan  
 \_\_\_\_\_YES \_\_\_\_\_NO
- L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Public Law 95-907 on purchasing procedures  
 \_\_\_\_\_YES \_\_\_\_\_NO
- M. Developing and maintaining an incentive program for buyers which supports the subcontracting program  
 \_\_\_\_\_YES \_\_\_\_\_NO
- N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals  
 \_\_\_\_\_YES \_\_\_\_\_NO
- O. Preparing and submitting timely reports  
 \_\_\_\_\_YES \_\_\_\_\_NO
- P. Coordinating the company's activities during compliance reviews by Federal agencies  
 \_\_\_\_\_YES \_\_\_\_\_NO
- Q. Encouraging subcontracting in Labor Surplus Areas when consistent with the efficient performance of the contract  
 \_\_\_\_\_YES \_\_\_\_\_NO

4. EQUITABLE OPPORTUNITY

*FAR 19.704(a)(3) requires a description of the efforts your company will make to ensure that small, small disadvantaged, and women-owned business concerns will have an equitable opportunity to compete for subcontracts. (Check all that apply.)*

A. Outreach efforts to obtain sources:

- \_\_\_\_\_Contacting minority and small business trade associations  
 \_\_\_\_\_Contacting business development organizations  
 \_\_\_\_\_Attending small and minority business procurement conferences and trade fairs  
 \_\_\_\_\_Requesting sources from the Small Business Administration's Procurement Automated Source System (PASS)



B. Internal efforts to guide and encourage purchasing personnel:

\_\_\_\_\_Presenting workshops, seminars and training programs  
\_\_\_\_\_Establishing, maintaining and using small, small disadvantaged and women-owned business source lists, guides and other data for soliciting subcontracts  
\_\_\_\_\_Monitoring activities to evaluate compliance with the subcontracting plan

C. Additional efforts: (Please describe.)

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5. CLAUSE INCLUSION AND FLOW DOWN

*FAR 19.704(a)(4) requires that your company include FAR 52.219-8, "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. Your company must require all subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan."*

Your company agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small, small disadvantaged, and small women-owned business concerns must be determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small, small disadvantaged, and small women-owned subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including Standard Form (SF) 294 and SF 295 reports.

## 6. REPORTING AND COOPERATION

*FAR 19.704(a)(5) requires that your company (1) cooperate in any studies or surveys as may be required, (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensure that subcontractors agree to submit SF 294 and SF 295.*

*The cognizant contracting officer of the Treasury bureau must receive the report(s) within 30 days after the close of each calendar period. That is:*

<u>Calendar Period</u>	<u>Report Due</u>	<u>Date Due</u>	<u>Send Report To</u>
10/01--03/31	SF 294	04/30	bureau contracting officer
04/01--09/30	SF 294	10/30	bureau contracting officer
10/01--09/30	SF 295	10/30	bureau contracting officer

NOTE: A copy of the 295 report must also be sent to the Director, Office of Small Business Programs, Department of the Treasury. The address is as follows:

Department of the Treasury  
Attn: Director, Office of Small  
Business Programs, MMD  
1500 Pennsylvania Avenue, N.W.  
Room 6100 Annex  
Washington, DC 20220

## 7. RECORDKEEPING

*FAR 19.704(a)(6) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. (Check all that apply.) (If NO is checked, please indicate why these types of records are not maintained).*

- A. Small, small disadvantaged, and women-owned business concern source lists, guides, and other data identifying such vendors.  
\_\_\_\_\_YES \_\_\_\_\_NO
- B. Organizations contacted for small, small disadvantaged, and women-owned business sources.  
\_\_\_\_\_YES \_\_\_\_\_NO
- C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned small business concerns were solicited, and (4) reasons for the failure of solicited small, small disadvantaged, and women-owned business concerns to receive the subcontract award.  
\_\_\_\_\_YES \_\_\_\_\_NO
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conference and trade fairs.  
\_\_\_\_\_YES \_\_\_\_\_NO
- E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.  
\_\_\_\_\_YES \_\_\_\_\_NO
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size and ownership status (SDB, WOB, etc.) of each subcontractor. (This item is not required for company or division-wide commercial plans.)  
\_\_\_\_\_YES \_\_\_\_\_NO

G. Other records to support your compliance with the subcontracting plan: (Please describe)

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8. TIMELY PAYMENTS TO SUBCONTRACTORS

*FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small business concerns, small disadvantaged business concerns, and women-owned small business concerns.*

Your company has established and uses such procedures:

\_\_\_\_\_ YES \_\_\_\_\_ NO

9. DESCRIPTION OF GOOD FAITH EFFORT

*Maximum practicable utilization of small, small disadvantaged and women-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d)(4)(F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate your compliance with a good faith effort to achieve the small, small disadvantaged, and women-owned small business subcontracting goals, **outline the steps your company plans to take.** These steps will be negotiated with the contracting officer prior to approval of the plan.*

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10. SIGNATURES REQUIRED

This subcontracting plan was SUBMITTED by:

Signature: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

This subcontracting plan was REVIEWED by:

Signature: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: Contracting Officer  
Date: \_\_\_\_\_

This subcontracting plan was REVIEWED by:

Signature: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: Small Business Specialist  
Date: \_\_\_\_\_

This subcontracting plan was REVIEWED by:

Signature: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: Small Business Administration Representative  
Date: \_\_\_\_\_

This subcontracting plan was APPROVED by:

Signature: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: Director, Office of Small Business Programs  
Date: \_\_\_\_\_

This subcontracting plan was ACCEPTED by:

Signature: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: Contracting Officer  
Date: \_\_\_\_\_